

## APPENDIX B

### AGREEMENT FOR EMERGENCY WATER SUPPLY

THIS AGREEMENT, made and entered into as of the 24<sup>th</sup> day of June, 1986, by and between City of Sunnyvale, a public corporation of the State of California, hereinafter sometimes referred to as "City", and CALIFORNIA WATER SERVICE COMPANY, a California corporation, hereinafter sometimes referred to as "Company";

#### WITNESSETH:

WHEREAS, the parties hereto are each engaged in the supply of water in the County of Santa Clara in contiguous service areas; and

WHEREAS, each party has its own water supply and under usual and ordinary operating conditions neither party would have occasion to purchase water from the other party; and

WHEREAS, in view of the possibility of an emergency or disaster of a military nature or otherwise, the parties believe it is a wise precaution to interconnect the water system of City with the water system in the Los Altos-Suburban District of Company with the objective that water can be supplied by either party to the other party upon a limited and emergency basis;

NOW, THEREFORE, for and in consideration of the premises and of the provisions herein contained, it is agreed as follows:

1. The water system of City shall be connected to the water system of Company at:

- a. Warner Avenue north of Bremerton Drive
- b. Samedra at Helena
- c. Cordilleras at Cascade
- d. Sunnymount at Spinosa
- e. Pierino Avenue north of Gavello Drive
- f. Marion Way at Dunford.

The interconnections shall be as shown on the unnumbered drawings attached hereto as Exhibit "A" (six sheets). Company shall install each of the six interconnections provided for herein. The costs of the interconnections at Pierino Avenue, north of Gavello Drive, and at Marion Way, at Dunford, shall be shared equally by City and Company. The other four interconnections shall be made at City's sole expense.

2. In the event either party shall require supplemental water for a limited period of time due to war, civil disaster, or failure of water supply due to power failure, mechanical failure of a pump or meter or switchgear or a pipe break, such party shall have the right to obtain water from the other party on two hours notice to the extent that the supplying party is able to provide such water in view of its circumstances and demands at that time. However, nothing shall prevent either party from activating the connection in less than two hours if the other party has been properly notified and has declared that it is ready to start delivery. Nothing herein shall be deemed to constitute a dedication of the water supply of either party to service the territory of the other party or to constitute a commitment to supply water to the other party as a regular customer. The obligation to supply water hereunder is limited to surplus water above and beyond that required to service the needs of the supplying party's regular customers and to a reasonable period of time to permit the party being supplied to effect repairs to its own sources.

3. To compensate the party supplying water hereunder for its costs of operation, any party receiving water shall pay to the supplying party for all water delivered in accordance with the supplying party's then effective regular tariff schedule, charges to be made only for months in which water is actually delivered, such payment to be made within ten days (10) after receipt of a bill. The amount of water delivered shall be estimated if conditions do not permit metered measurement.

4. This agreement shall continue in effect until terminated by either party upon not less than ninety (90) days' written notice to the other.

5. Any written notice which it is herein provided may or shall be given by either party to the other shall be delivered to the party to whom such notice is given at the following respective addresses:

City of Sunnyvale  
Post Office Box 60607  
Sunnyvale, CA 94088

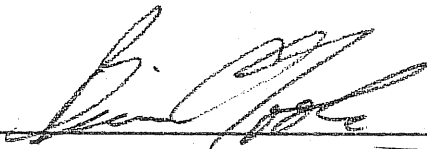
California Water Service Company  
Post Office Box 1150  
San Jose, California 95108

Either party by notice given as provided herein may change the address to which notice shall thereafter be delivered.

6. This agreement as to Company shall be subject to such changes or modifications as the Public Utilities Commission of the State of California may, from time to time direct, in the exercise of its jurisdiction.

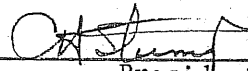
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

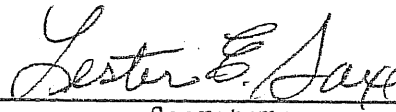
CITY OF SUNNYVALE

By \_\_\_\_\_  
MAYOR

By \_\_\_\_\_

CALIFORNIA WATER SERVICE COMPANY

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

128  
MAY 31 1990

ORIGINAL

## AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY

THIS AGREEMENT is made and entered into as of the 15<sup>th</sup> day of May, 1990, by and between the City of Cupertino, hereinafter referred to as "CUPERTINO" and the City of Sunnyvale, hereinafter referred to as "SUNNYVALE".

### RECITALS

- A. The parties hereto are contiguous public entities situated in the County of Santa Clara and each supplies water to its citizens;
- B. Each party has its own water supply and under usual and ordinary operating conditions neither party would have occasion to purchase water from the other party; and
- C. In anticipation of possible emergency or disaster situations, where major disruption of service to customers or a danger to public health or safety occurs, the parties believe it is prudent to have interconnections of the respective water systems so that water can be supplied by either party to the other party upon a limited basis.

NOW, THEREFORE, for an in consideration of the promises and of the provisions contained, it is agreed as follows:

1. Unmetered Location.

The water systems of SUNNYVALE and CUPERTINO will be connected on Homestead Road, just east of Hollenbeck Avenue. This connection will be unmetered,

unless either party chooses to install a meter at its own expense in accordance with paragraph 3 below, and will normally be closed to prevent the interchanging of water between the two systems.

In the event either party requires supplemental water for a limited period because of a disaster or emergency, such party shall have the right to obtain water from the other party by giving one hour's notice. Said access to water shall be only to the extent the supplying party is able to provide such water in view of its circumstances and demands at that time.

It is in the public interest to construct such a connection. Sunnyvale will design and construct the portion of the connection within its political jurisdiction. Cupertino will design and construct the portion of the connection within its political jurisdiction. Each city will pay for its own portion of the connection. Each city's total expense for its portion of the connection is deemed to be approximately equal. Future maintenance of the connection will be performed by the responsible city, depending upon in which political jurisdiction the repairs are to be made.

2. Water Supply Is for a Limited Purpose Only.

Nothing herein shall be deemed to constitute a dedication of the water supply of either party to service the territory of the other party or to constitute a commitment to supply water to the other party as a regular customer. The obligation to supply water hereinunder is limited to surplus water above and beyond that required to service the needs of the supplying party and only for a reasonable period of time to

permit the party being supplied to effect repairs to its own sources or obtain water from other sources.

3. Compensation for Water Use.

To compensate the party supplying water hereunder for its costs of operation, any party receiving water shall pay the supplying party for all water delivered in accordance with the supplying party's then effective regular tariff schedule. Charges are to be made only for time periods in which water is actually delivered and such payments are to be made within ten (10) days after receipt of bill. The amount of water delivered shall be estimated and agreed upon by both cities prior to billing, unless either city, at its option, chooses to install a meter at the city's expense. In such case, the billing will be based on the water used as indicated by the meter, and at the rate then currently in effect in the supplying city.

4. Termination.

This agreement shall continue in effect until terminated by either party upon not less than ninety (90) days written notice to the other.

5. Notice.

Any notice which is herein provided shall be given by either party to the other by delivering said notice to the party to whom such notice is to be given at the following respective addresses:

Director of Public Works  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

Director of Public Works  
City of Sunnyvale  
P. O. Box 3707  
Sunnyvale, CA 94086-3707

Either party by notice given as hereinbefore provided may change the address to which notice shall thereafter be delivered.

6. Indemnifications.


CITY OF SUNNYVALE shall defend, indemnify and hold harmless CITY OF CUPERTINO, its officers, employees, agents and representatives from and against any and all damages, attorney's fees, losses, costs, and expenses which CITY OF CUPERTINO may incur as a result of claims against it arising out of or in any way connected with performance of this Agreement by CITY OF SUNNYVALE, except with respect to any act or omission solely attributable to CITY OF CUPERTINO, its officers, employees, agents and representatives.

CITY OF CUPERTINO shall defend, indemnify and hold harmless CITY OF SUNNYVALE, its officers, employees, agents and representatives from and against any and all damages, attorney's fees, losses, costs, and expenses which CITY OF SUNNYVALE may incur as a result of claims against it arising out of or in any way connected with performance of this Agreement by CITY OF CUPERTINO, except with

respect to any act or omission solely attributable to CITY OF SUNNYVALE, its officers, employees, agents and representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement. in duplicate, as of the day and year first above written.

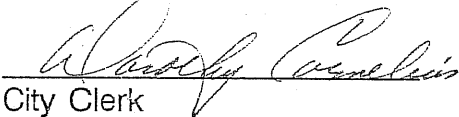
APPROVED AS TO FORM:



City Attorney

Dated: \_\_\_\_\_

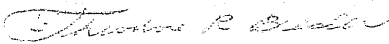
ATTEST:



City Clerk

Dated: May 25, 1990

APPROVED AS TO FORM:



City Attorney

City Attorney

Dated: 5-17-90

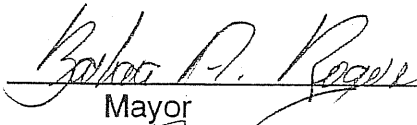
ATTEST: City Clerk

By 

Deputy City Clerk

Dated: 5/17/90


CITY OF CUPERTINO



Mayor

Dated: May 25, 1990

CITY OF SUNNYVALE

By 

Mayor

Dated: 5-17-90



## AGREEMENT FOR LIMITED EMERGENCY WATER SUPPLY

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_ by and between the City of Mountain View, hereinafter referred to as "MOUNTAIN VIEW" and the CITY OF SUNNYVALE, hereinafter referred to as "SUNNYVALE".

### R E C I T A L S

A. The parties hereto are contiguous public entities situated in the County of Santa Clara and each supplies water to its citizens.

B. Each party has its own water supply and under usual and ordinary operating conditions neither party would have occasion to purchase water from the other party; and

C. In anticipation of possible emergency or disaster situations, where major disruption of service to customers or a danger to public health or safety occurs, the parties believe it is prudent to have interconnections of the respective water systems so that water can be supplied by either party to the other party upon a limited basis.

NOW, THEREFORE, for and in consideration of the promises and of the provisions contained, it is agreed as follows:

#### I. Unmetered Locations

The water systems of SUNNYVALE and MOUNTAIN VIEW will be connected at (a) Maude Avenue and State Highway 237 (b) Bernardo Avenue and Evelyn Avenue (c) Knickerbocker Drive and El Camino Real and (d) Heatherstone Way west of Knickerbocker Drive. These connections will be unmetered, unless either party chooses to install a meter at its own expense in accordance with paragraph 3 below, and will normally be closed to prevent the interchanging of water between systems.

In the event either party requires supplemental water for a limited period because of a disaster or emergency, such party shall have the right to obtain water from the other party by giving one hours' notice. Said access to water shall be only to

APPROVED AS TO FORM:

CITY OF MOUNTAIN VIEW

\_\_\_\_\_  
City Attorney                      Date

ATTEST:

By: \_\_\_\_\_  
Mayor                                      Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Maintenance Director

APPROVED AS TO FORM:

CITY OF SUNNYVALE

\_\_\_\_\_  
City Attorney                      Date

By: \_\_\_\_\_  
Mayor                                      Date

ATTEST:

\_\_\_\_\_  
City Clerk